

WATERTOWN TENNIS CLUB, INC.
70 Warren Way, P.O. Box 213
WATERTOWN, CONNECTICUT 06795
www.watertowntennisclub.com (203) 759-8249

To the Board of Directors:

I/We, _____, request for the following membership in the Watertown Tennis Club, Inc.:

_____ Family \$620.00 membership fee

_____ Couple \$490.00 membership fee

_____ Individual \$275.00 membership fee

If elected to membership I/We agree to abide by the By-Laws and Rules of the Association. I/We are aware that there are risks involved and assume responsibility. I/We affirm that our health is adequate to participate in activities at the Club. I/We assume all risks associated with the utilization of, and participation in, the activities at the Club and agree not to sue and hereby release the Watertown Tennis Club, Inc, its agents, servants, employees, officers and volunteers from all liability should an injury occur at the Watertown Tennis Club, Inc. I/We agree to defend, indemnify and hold harmless the Watertown Tennis Club, Inc. from any and all claims, suits, or demands by anyone arising from my use of or participation at the Club. If I am a parent or guardian signing on behalf of a child or ward, I make these representations and agreements on behalf of the child or ward. I/We have read and understand and agree to abide:

Signature: _____ Signature: _____

Date: _____

Name{s}: _____

Address : _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: Home: _____ Cell: _____ Work: _____

Please return the completed application to the address listed above. If you have any questions, contact President Dan Stager at (860) 378-4919 or Vice President Pauline Hudson at (860) 945-3600.

Proposed by: _____ Seconded by: _____

Approved / Denied: _____

*There is a one-time initiation fee of \$100.00 which may be waived during special promotions. There is an annual assessment fee of \$50.00 or 8 hours of volunteer work per membership. You may elect to pay in advance should you have no desire to volunteer at the club.

WATERTOWN TENNIS CLUB, INC. WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury or illness that exists while utilizing the facility and participating in activities (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge WATERTOWN TENNIS CLUB, INC., located at 70 Warren Way, Watertown, Connecticut 06795, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any part or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Watertown Tennis Club, Inc. to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involved a test of a person's physical and mental limits and my carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Watertown Tennis Club, Inc. official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE WATERTOWN TENNIS CLUB, INC. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST WATERTOWN TENNIS CLUB, INC. FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Watertown Tennis Club, Inc., its agents, and employees.

I agree that this Release shall be governed for all purposes by Connecticut law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

Signature: _____ Signature: _____

Date: _____